

I am in receipt of your letter dated June 15. I am sorry to read it as I sense your frustration with the entire matter, however, I write to respond to try to set the record straight. Your letter is filled with misstated facts, mischaracterizations, and misrepresentations - in many instances that directly contradicted in many cases by the written record. As to each and every allegation that Mr Epstein has "breached" his obligations under the NPA IN each instance where you have suggested a breach in the past I have attached the relevant correspondence or documents; that clearly refute some of your statements the merits of each allegation. In addition it is important to place these allegations in context: would remind you that Mr Epstein has almost completed his county jail sentence - a sentence imposed as a direct result of the NPA, he has: Of 18 months. A sentence of incarceration that he took only as a result of your deferring prosecution. He plead guilty to a registrable offense as you required - a plea that was not otherwise required by the State Attorney other than as a condition of the NPA - and has already registered as a sex offender. He has paid over \$100,000 10k thousand dollars in fees to the attorney representative and agreed to submit issues regarding substantial further fees to a Special Master - a procedure proposed by the attorney representative - my representative and hasve paid over \$150,000 150 thousand dollars in settlements to victims on your list,, in one case to someone, he had no recollection of meeting, and who who was paid a statutory minimum settlement only because she appeared on your list. was not challenged to provide any evidence to test the veracity of her claim.

To begin you suggest that Mr Epstein did not use his best efforts to enter his guilty plea in a prompt fashion (DETAIL HER ALLEGATION)., as I am sure The deferral of a state plea, however, was made with the express consent of the United States Attorney himself. His email is attached. The subsequent 9 month "delay" was as a result of the Department of Justice's having convened an intense and time consuming review of the charge decision. you remember this was done with the personal consent of alex accost the us attorney, whose e-mail to that regard is attached. Thie. the e nine month delay was dictated not by Mr Epstein but instead by the review process which evolved on a time frame set by the Department of Justice. by the justice depatanets time frame. - When in late June of 2008, when the last appeal was exhausted, Mr Epstein plead guilty, without delay, in the state in conformity with a date set by Acting United States Attorney Sloman, see email ATTACHED. Surely nothing about these events could reasonably support a finding of "willful" breach by Mr Epstein

we You alleged as a second "breach" a delay in Mr Epstein's providing you, through counsel, with the state plea agreement as required by the NPA. The state plea agreement, however, was sent to you upon its receipt from the State. i.e. had only one week to plead. - We sent the state plea to you, as soon as we received it. It had only been prepared by the State Attorney the day before. DOCUMENT THIS. The State Attorney not Mr Epstein's state lawyers drafted the plea agreement and

following discussion with you, you and Mr Goldberger both agreed that the language as drafted by the State Attorney was in conformity with the NPA. JAY AND JACK NEED TO MAKE SURE OF THESE FACTS – I AM UNAWARE OF THE DETAILS FOR REBUTTAL - Again, any language changes resulting from your communications with Mr Goldberger simply cannot be attributed to Mr Epstein and do not in any way constitute a “willful” breach by Mr Epstein of the NPA

~~When you sent your first notice, you may have forgotten, that Jack Goldberger and you had agreed, in fact that the language was correct. And only at your insistence did you want to insert the word jail sentence, this was done, and the state plea agreement was drafted by the state prosecutor not Mr Epstein's attorneys. So I find your claim of breach inaccurate.~~

2. NEED JAY AND JACK TO REBUT NOTIFICATION COMPLAINT you then claim that Mr Epstein's attorney obstructed your ability to notify victims. We took issue with your procedure but that was reflected in correspondence from months before. (JACK WE Need to provide letters complying about the victim notification procedure. JAY).

3. If you recall you presented my Goldberger and Stein with a fete comple, they at the time either approved or disapproved .. correspondence attached.

4. NEED JAY TO REBUT ATTY REP COMPLAINT as soon as the operative provision for attorney rep was confirmed, if you recall you suggested that Mr Acosta's paragraph, re as if convicted no more no less was the operative language. As soon as it was agreed that the attorney rep was now the way to go, we immediately contacted Mr Josbur who had conversations with both Mr Black and Mr Lefcourt. I reiterate, that he has been paid over 160 k thousand dollars to date, for only two cases that settled. Each for 50 thousand dollars. And has billed and additional 230k which we have decided to have a third party resolve.

5. With regard to your complaint about the pendency of an outstanding motion to quash, you are ~~100%~~ right, but it was an administrative ~~arvie~~ oversight, one that was immediately remedied upon notice, one that did not prejudice the Government, one that gave Mr Epstein no strategic or practical advantage, one that remained pending because of lawyer oversight, not client mendacity, and one that occurred clearly under the “radar” of Mr Epstein who was incarcerated and played absolutely no role – and had no prior notice – of the existence of an unwithdrawn motion to quash. Clearly, this oversight, more my fault than anyone's, cannot support and should not support any further sanction that was cleared up, when we were notified that it had not been done previously. (Mr Epstein was already incarcerated, and played no role whatsoever in that oversight) ->

6. As for the work release issue, in November of 2008 if you recall Mr Black met with you Karen Atkinson Bob Senor and Jeff Sloman in Miami, and reviewed the work release issue. We presented you with your own email that acknowledged the sheriff had discretion in the matter. Mr Acosta had previously assured me and other counsel that the United States Attorney would not interfere in the ordinary implementation of discretionary administrative decisions by state or county officials. WE were under no obligation found in the NPA or in any other agreement to notify you of such discretionary and ordinary state decision-making, and, indeed,

as you had ~~the had same notice of the Sheriff's decision as we did. FN THIS - previous contact with the office over the exact matter at hand.~~ As to your requirements and obligations to your victims, the state was never given their names, and to the best of our knowledge it was their obligation not ours in any way to notify you. (e mail attached) the sheriff reviewed his documents . and found no problems.. Your allegation that Mr Epstein made threatening statements to the sheriff's office is neither known to his counsel nor true . Is just not true. We can document this, if you so preferJACK - DOCUMENT REBUTTAL IF WE CAN - IT'S A MATTER OF CREDIBILITY OF JE. There was nothing out of the ordinary, he was treated like any other inmate, and if any different at all, it was he was kept in jail longer than he would have otherwise been.

7. JACK TAKE CHARGE REBUTTING THIS COMPLAINT WITH DOCUMENTS AND DETAIL AND DATES I am surprised to see you once again suggest that the judge's order correcting her clerk's scrivener error, as somehow an Epstein directed breach. We had nothing to do with this whatsoever. The non-prescution agreement called for community control and the plea agreement called for community control. Inadvertently the clerk, checked the wrong box, the plea agreement was always clear. It was nothing more than a clerk's error, to suggest otherwise, can only be as a result of the lack of the actual facts. To suggest that by asking the clerk to change the error to the right box is a meaningless cure, makes little sense.

8. SET FORTH THE COMPLAINT AND THEN THE REBUTTAL WITH DOC PROOF Mr Epstein does not work at his attorney's office. I believe we have corrected you on that fact more than once. . 9.

We have sent you a separate letter that describes the motion to dismiss. A document that we can review together. This document was never signed off on by Mr Epstein i.e. he never gave his prior approval to the filing nor was he advised before the filing that there was any issues of its conflicting with the NPA. To the contrary, the motion was but was in fact vetted by many of his counsel, it was drafted by myself and the Kirkland and Ellis team. WE took the lead as there would be we thought no better firm to do so as we had negotiated the agreement with you. As I mentioned on the phone ,NPA PAR 8 STATES THE FOLLOWING: "QUOTE TWIN CONDITIONS QUALIFYING PLAINTIFF FOR ANY WAIVERS UNDER NPA. Although Jane Doe 101 stated, through counsel, that her lawsuit was exclusively under 2255, neither she nor her counsel, the attorney representative i.e. an attorney in possession of the NPA ever made the additional representations in a pleading, affidavit, or letter that his client had relinquished her rights to file future lawsuits (eg through other counsel) on any other federal, state or common law grounds. The words of paragraph 8 clearly require such a waiver otherwise why would the language after "and" be included. I recall, in fact, that they were drafted by you (and at least adopted by you). Jane Doe 101's lawsuit absent such waivers gave her no rights under the NPA and thus Kirkland and Ellis believes today that the Motion to Dismiss was well grounded. It was withdrawn at the insistence of Mr Epstein who prioritizes his desire to avoid contentious additional litigation with the USAO over whatever civil litigation advantages he got derive from the filing. the waiver that Mr Epstein agreed to was not triggered due to an incompetent filing in Jane Doe 101. We only waive liability, when there is a waiver of all other state and common

law claims. FN OR OMIT I in addition we believed were asking the court , to opine on the applicability of the statute to this particular women and not negating any waiver of liability under the NPA.

FN9. you suggest that mr Epstein is working on nothing but his litiagation but that is also not true.

10. mr Epstein , who has almost completed his incarceative sentecen , and as registered as a sex offender hs already been predgicided.. he would have never plead guilty to a registrable offeence . or as you recall the statue to which he was indicted carried no jail time . 3 of your vicims have already been compensated, and we have been in negoatioation to settle more cases.

The pattern of behavior that you refer to , as you can see from the above , shows no willful breach, at all. Many misunderstanding , confirmed by the attachments, and we would hope that we could have the oppottunity forastall l any future misundetaings by being able to present to you before filing anything we think you might find as a breachj.